

**Memorandum of Agreement
By and Between
King County
and
Amalgamated Transit Union, Local 587**

Subject: COVID Vaccination Mandate

Background:

A. Compliance Requirements: Pursuant to King County Executive's Health Emergency Order ACO-8-27-EO, King County has mandated that all employees in the Executive Branch of King County government must be fully vaccinated for COVID by October 18, 2021 or be exempt and accommodated based on a medical disability or sincerely held religious belief.

B. Non-Compliance Accountability: Pursuant to the Compliance Requirements, employees who are not fully vaccinated by October 18, employees who fail to obtain future COVID vaccinations recommended by the CDC, and those employees who are exempt based on a medical disability or sincerely held religious belief but cannot be reasonably accommodated as provided under Section 2, will be subject to involuntary separation from employment that will not be regarded as misconduct. ATU 587 reserves and does not waive any contractual or legal rights to challenge any separation from employment or the Emergency Order and/or Proclamation in general.

Agreement:

1. Compliance Procedures:

- A. Notice and Compliance.** On October 20, a letter proposing separation will be issued to employees who fail to show acceptable evidence (i.e., vaccine record) that they were fully vaccinated by October 18. However, if the employee provides proof (i.e., vaccine record) that they received the first dose of a two-dose vaccine by October 18 and states their intent to be fully vaccinated by December 2 (i.e., the employee must have received their final dose of a two-dose vaccine or the only dose of a one-dose vaccine by November 18), the decision to separate them will be conditionally held in abeyance. The employee will be permitted to work during the compliance and Loudermill periods. A copy of the letter and a copy of the final decision will be sent to the employee's union via fax.
- B. Employees Currently on Leave of Absence.** An employee scheduled to return to work from a paid or unpaid leave of absence is subject to the terms of this agreement, provided that the County has notified the employee. An employee returning to work before December 2 will be allowed to work during the compliance and Loudermill periods. An employee scheduled to return to work after December 2 must be fully vaccinated prior to their return and show evidence (i.e., vaccine record), unless they have a reasonable accommodation due to a medical or religious exemption.

2. Exemption and Accommodation: Employee requests for medical and religious exemptions will be evaluated on a case-by-case basis pursuant to law and internal processes. Employees seeking either exemption are encouraged to apply for an exemption by September 17. However, employees seeking a religious exemption are required to submit their request by September 24. Religious exemption requests submitted after September 24 will be considered for processing on a case-by-case basis. Employees determined to be exempt will be considered for a reasonable accommodation, in accordance with law, on a case-by-case basis. Employees will have until December 2 to be vaccinated following denial of an exemption or, if exempt, there is no reasonable accommodation available. Failure to show proof (i.e., vaccine record) that they are beginning the process of becoming fully vaccinated within 14-days of denial of an exemption or accommodation if exempt will result in involuntary separation. Employees will be allowed to work during the compliance period. For employees who request medical exemptions and accommodations only, additional timelines may be granted on a case-by-case basis.

3. Compensation for Vaccinations: Hourly employees will be paid for the time spent getting the vaccine, whether on or off duty. This includes travel time. Employees are encouraged to get vaccinated during regular work hours. Employees must follow the leave procedures for their work unit if they want to get vaccinated during their work shift.

4. Compensation for Vaccine Side-effects: Comprehensive leave eligible employees who are unable to work their regular scheduled shift due to side-effects within 48 hours of being vaccinated will be able to use COVID leave for up to one regular shift (e.g., eight (8) hours of COVID leave). Employees can use any amount of sick leave and/or file for Workers' Compensation, if applicable, if they are unable to work due to vaccine side-effects that last more than a shift.

5. Vaccination Costs: The County will pay the cost of vaccinations whether the employee is insured or not.

6. COVID Leave: Comprehensive leave eligible employees (i.e., regular, term-limited temporary, probationary) will be granted up to 80 hours of COVID leave if they are COVID positive or subject to quarantine under County policy and are unable to work under health guidance and County policy. Employees may use up to 40 hours of the 80 hours of COVID leave to provide care for an immediate family member who is COVID positive and/or if the employee must stay home because their child cannot attend school or a childcare facility due to COVID and the employee is unable to telecommute. Employees electing to use COVID leave must provide documentation of a COVID positive test to use leave for themselves and documentation that they qualify to use 40 hours of paid leave to care for a family member who is COVID positive and/or if the employee must stay home due to their child's school or childcare facility being closed due to COVID where the employee is unable to telecommute. The maximum of 80 hours of COVID leave that can be used under Section 4 and this Section is effective on August 10, 2021 and available until December 31, 2022.

7. Paid Parental Leave (PPL): Employees who cannot be accommodated, even though they are determined to be exempt based on a medical disability or sincerely held religious belief and are subsequently separated within six months of returning from the PPL leave, will not be required to repay any PPL funds received.

8. Rehire: Employees who are separated and subsequently become fully vaccinated may request to be reinstated within two (2) years following separation. The employee will be reinstated into their prior position, if available; provided, the employee meets the requirements for the position (e.g., license, certification). If the employee's prior position is not available, the employee will be considered for reinstatement for a vacant position in their classification provided they are qualified to perform the duties and responsibilities of the position. The employee will be placed on a recall list if there is no vacant position in their classification they are qualified for. The employee will be referred to vacant positions in their classification when they become available for up to two years following separation. A reinstated employee shall have their wage step and vacation accrual rate restored. If an employee is reinstated within one (1) year of separation, the employee shall be placed at their previous classification seniority. If more than one (1) year has expired since separation, the reinstated employee will go to the bottom of the classification seniority.

9. Leave Cash-out: Employees who are involuntarily separated or resign in lieu of being involuntarily separated shall be eligible for cash-out of leaves in accordance with the terms of their collective bargaining agreement.


10. Separation/Retirement: Employees who submit an irrevocable written notice of separation or retirement by October 18, 2021 to separate from employment by December 31, 2021, shall be able to use their paid leaves, except sick leave, beginning October 19. The employee will be placed on unpaid leave at such time that they have exhausted their paid leave. Employees who retire will be eligible to cash-out their accrued sick leave in accordance with the terms of their collective bargaining agreement.

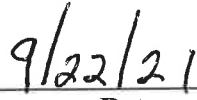
11. Confidentiality: The County shall maintain the confidentiality of employees' medical information, including vaccination status, as required by law.

12. Bargaining Obligations Fulfilled: Both parties acknowledge that they have fulfilled their bargaining obligations in reaching the terms and conditions provided under this MOA.

13. This Agreement shall remain effective only as long as King County Executive Health Emergency Order ACO-8-27-EO is in effect.

For ATU, Local 587:


Ken Price, President


Date

For King County:

DocuSigned by:

23D43BB776C4407
Bob Raiton, Deputy Director
Office of Labor Relations, King County Executive Office

9/23/2021

Date

Certificate Of Completion

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Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Andrea Larson

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11943 Sunset Hills Rd

Envelope Stamping: Enabled

Reston, VA 20190

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andlarson@kingcounty.gov

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Bob Railton

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bob.railton@kingcounty.gov

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Labor Relations Deputy Director

Signed: 9/23/2021 3:22:41 PM

King County Executive Department-OLR

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